

PREPARED BY:
LYNN BYRD
PO BOX 44
MONROEVILLE AL 36461

20160322000092040
03/22/2016 04:18:27 PM
DEEDS 1/5

RETURN TO:
STEWART TITLE GUARANTY
601 CANYON DR, STE 100
COPPELL, TX 75019

DEED IN LIEU OF FORECLOSURE
TITLE OF DOCUMENT

KNOW ALL MEN BY THESE PRESENTS, that **JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS, HUSBAND AND WIFE**, whose mailing address is 438 SAVANNAH COVE CALERA AL 35040 hereinafter called grantor, for **\$170,479.76** and other good and valuable consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3**, who address is ONE HOME CAMPUS, MAC F2303-03R, DES MOINES, IA 50328, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of SHELBY, State of Alabama, described as follows:

LOT 52, ACCORDING TO THE SURVEY OF THE RESERVE AT TIMBERLINE, AS RECORDED IN MAP BOOK 34, PAGE 117 A, B, C AND D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

APN: 34 3 06 2 002 012.000

Property Address: 1016 SEMINOLE PLACE, CALERA, AL 35040

Being the same property conveyed to JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS by a deed dated 10/02/2006 and recorded on 10/11/2006 in Instrument No. 20061011000501710, among the real land records of Shelby County, Alabama.

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

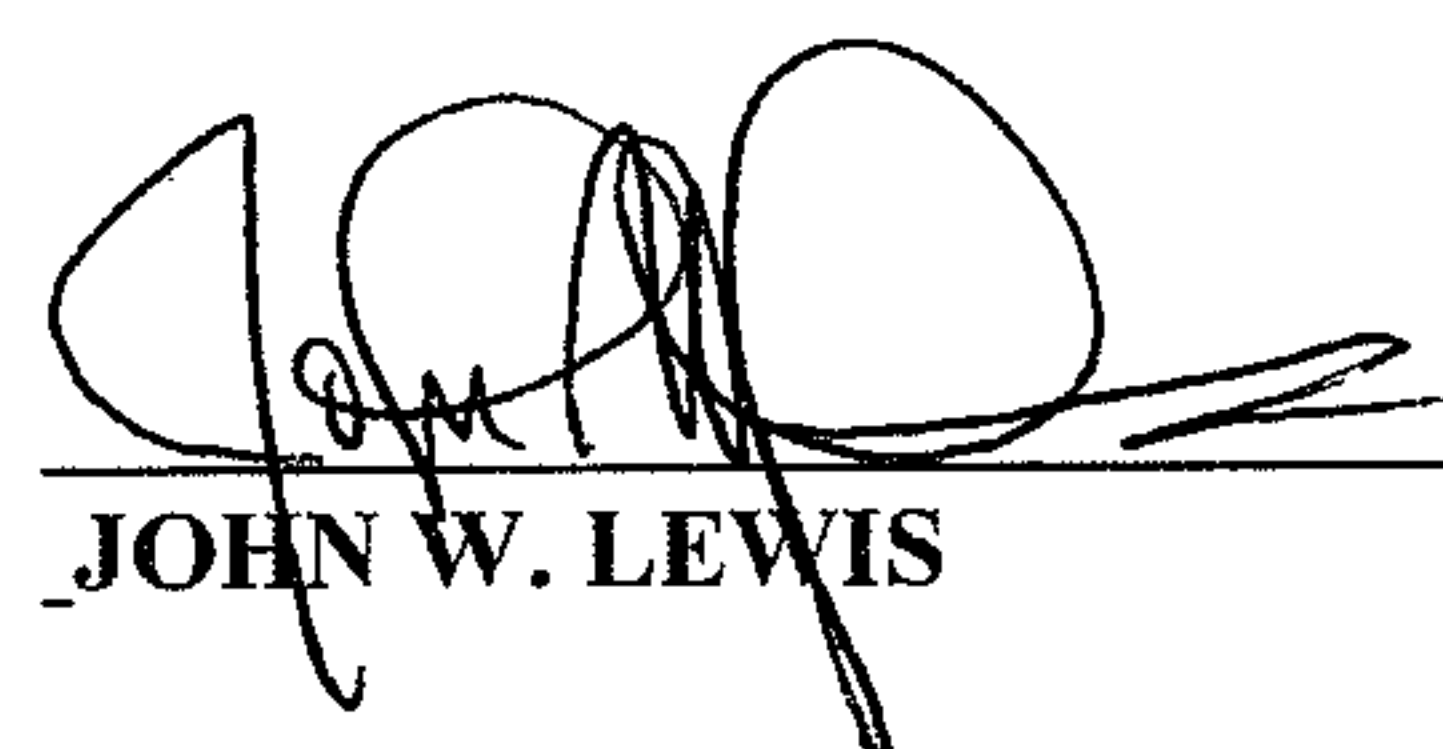
The true and actual consideration for this transfer consists of \$170,479.76 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed 10/02/2006, by JOHN W LEWIS AND JOYCE PURIFOYE LEWIS, MARRIED HUSBAND AND WIFE in favor of WELLS FARGO BANK, N.A. and recorded as Instrument No. 20061011000501720, in the real property records of SHELBY County, Alabama on 10/11/2006. Said Mortgage was assigned from Wells Fargo Bank, N.A. to HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation Home Equity Asset-Backed Certificates, Series 2006-3 by Assignment dated 03/23/2009 and recorded 03/26/2009 as Instrument No. 20090326000112520.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

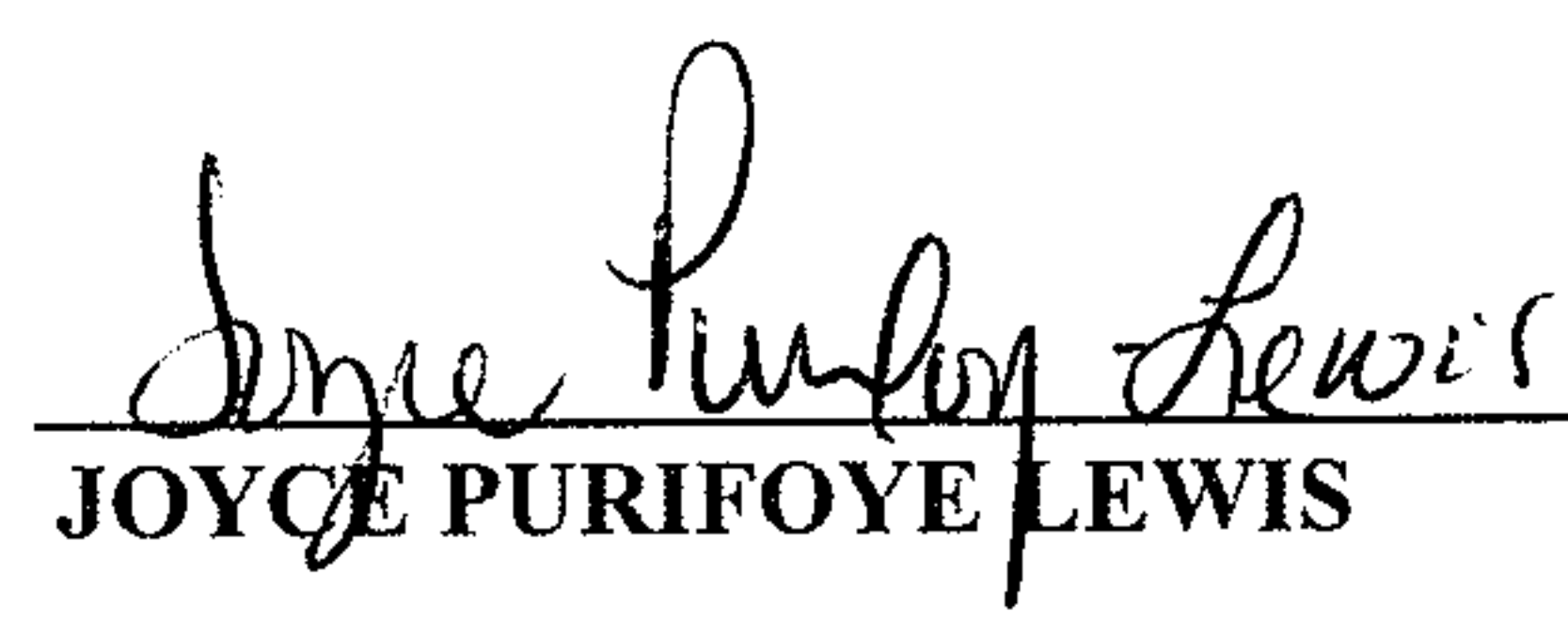
See Estoppel Affidavit attached as Exhibit "A"

This deed is executed and delivered pursuant to Section 35-10-5 et seq of the Code of Alabama of 1975.

IN WITNESS WHEREOF, the grantor has executed this instrument this 12 day of March, 2016.



JOHN W. LEWIS



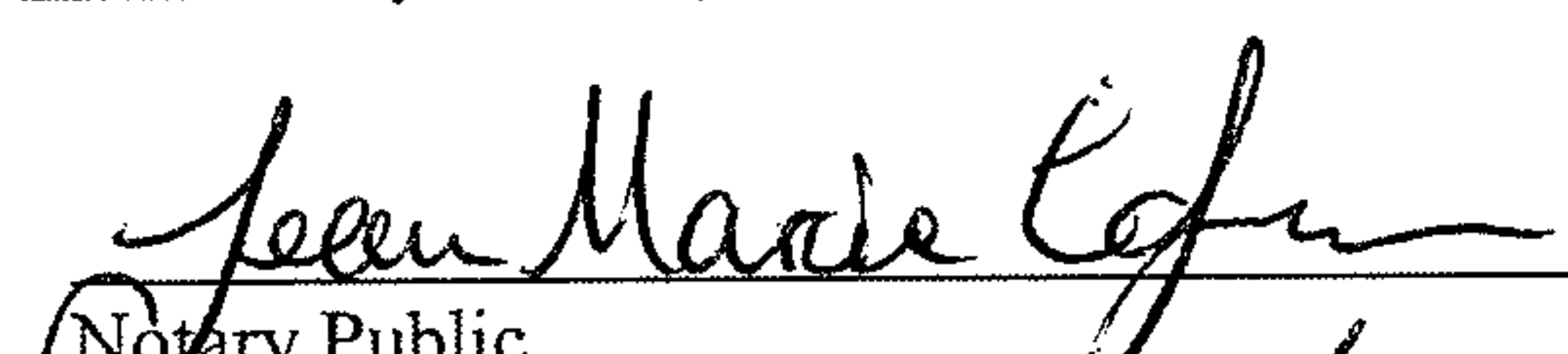
JOYCE PURIFOYE LEWIS

STATE OF Alabama
COUNTY OF Shelby

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS, whose name as Grantor is signed to the foregoing conveyance, and who is known to me, who after by me being first duly sworn on oath did depose and say that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the 12th day of March, 2016





Notary Public
My Commission Expires: 09/26/18

Send Tax Notices to: HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3, ONE HOME CAMPUS, MAC F2303-03R, DES MOINES, IA 50328

ESTOPPEL AFFIDAVIT

STATE OF ALABAMA)
)SS.
COUNTY OF SHELBY)

JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS, HUSBAND AND WIFE, being first duly sworn, depose and say: That they/he/she is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3** dated the 12 day of March, 2016, conveying the following described property, to-wit:

LOT 52, ACCORDING TO THE SURVEY OF THE RESERVE AT TIMBERLINE, AS RECORDED IN MAP BOOK 34, PAGE 117 A, B, C AND D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

APN: 34 3 06 2 002 012.000

Property Address: 1016 SEMINOLE PLACE, CALERA, AL 35040

Being the same property conveyed to JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS by a deed dated 10/02/2006 and recorded on 10/11/2006 in Instrument No. 20061011000501710, among the real land records of Shelby County, Alabama.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3 therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3 who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$170,479.76 by HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3 and HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3's

agreement to forbear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by JOHN W LEWIS AND JOYCE PURIFOYE LEWIS, MARRIED HUSBAND AND WIFE to WELLS FARGO BANK, N.A. dated 10/02/2006 and recorded on 10/11/2006 as Instrument No. 20061011000501720, of SHELBY County, State of Alabama. Said Mortgage was assigned from Wells Fargo Bank, N.A. to HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation Home Equity Asset-Backed Certificates, Series 2006-3 by Assignment dated 03/23/2009 and recorded 03/26/2009 as Instrument No. 20090326000112520. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

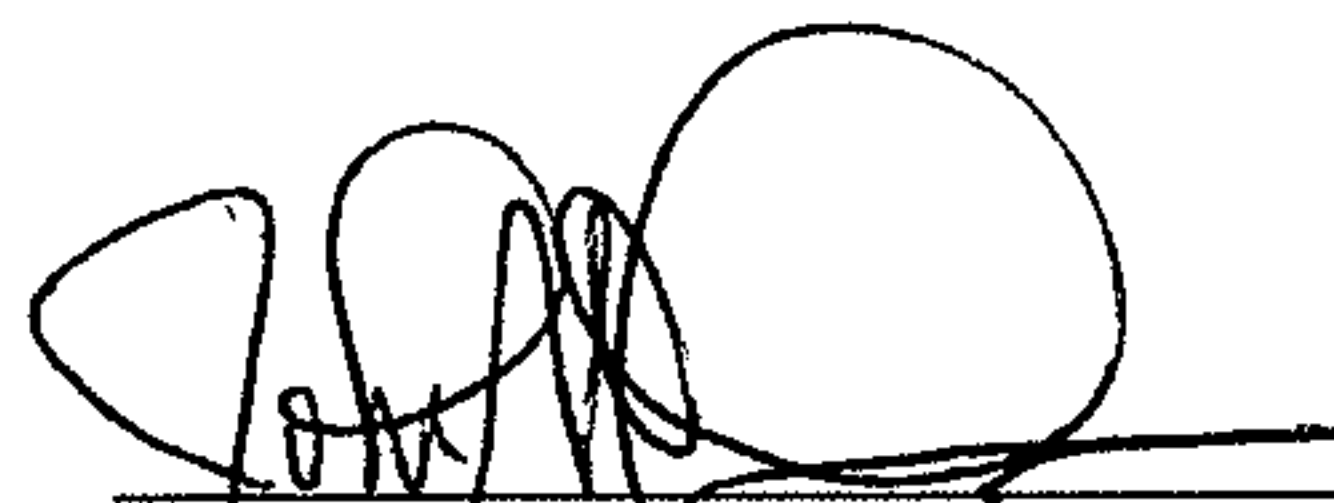
(Estoppel Affidavit)

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

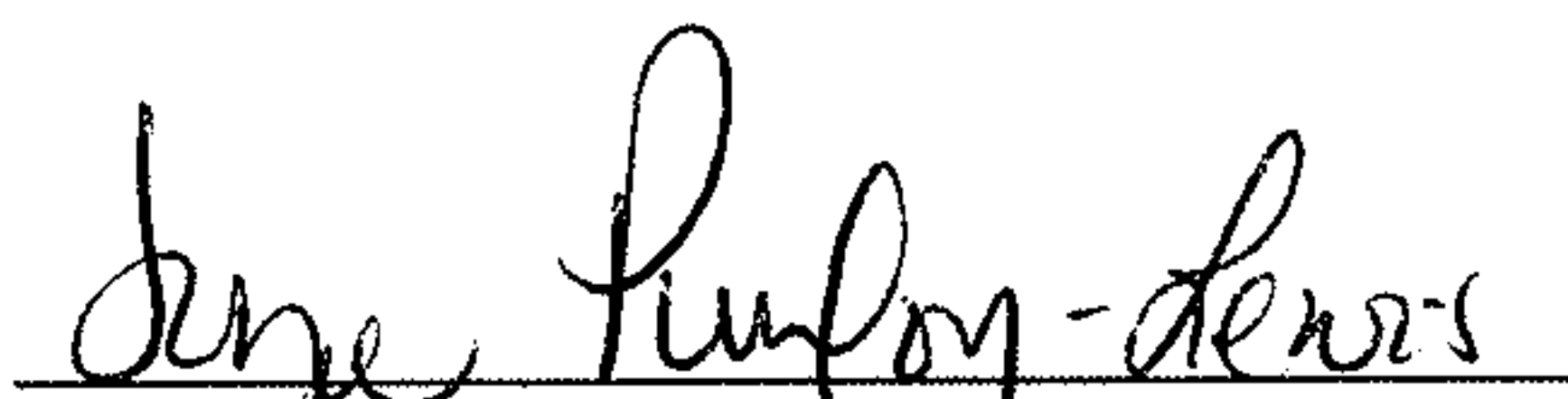
I/WE (THE GRANTORS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 3-12-2016

Dated: 3-12-2016



JOHN W. LEWIS



JOYCE PURIFOYE LEWIS

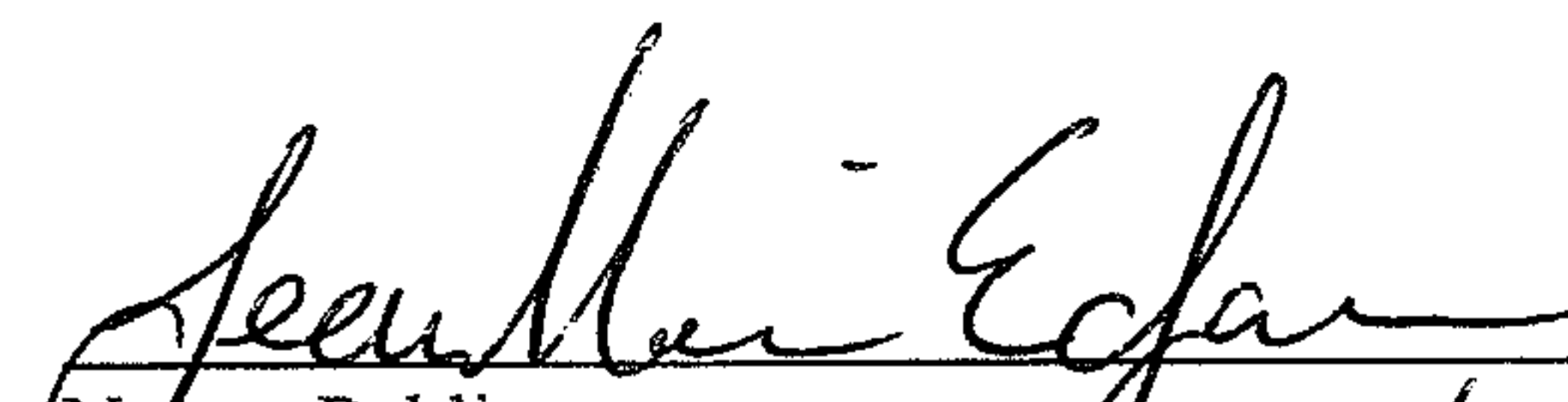
STATE OF ALABAMA

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS, whose names as Grantor is signed to the foregoing conveyance, and who is known to me, who after by me being first duly sworn on oath did depose and say that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the 12th day of March, 2016





Notary Public
My Commission Expires: 09/26/18

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name JOHN W. LEWIS AND JOYCE PURIFOYE LEWIS
Mailing Address 438 SAVANNAH COVE
CALERA, AL. 35040

Grantee's Name HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE
Mailing Address One Home Campus, MAC F2303-03R
Des Moines, IA 50328-0001

Property Address 1016 SEMINOLE PLACE
CALERA, AL 35040

Date of Sale 2-25-2016
Total Purchase Price \$
or
Actual Value \$

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Assessor's Market Value \$ 196,500.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale
Sales Contract
Closing Statement
Appraisal
Other Tax Assessment Printout

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 3-12-2016

Print JOYCE PURIFOYE LEWIS, JOHN W. LEWIS

Unattested Jean Marie Edger (verified by Jean Marie Edger)

Sign (Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/22/2016 04:18:27 PM
\$196.50 CHERRY
20160322000092040

Form RT-1